

No. 7774

**TRINIDAD AND TOBAGO
and
FRANCE**

**Agreement for air services (with annex). Signed at Port
of Spain, on 12 October 1964**

Official texts: English and French.

Registered by Trinidad and Tobago on 12 May 1965.

**TRINITÉ ET TOBAGO
et
FRANCE**

**Accord relatif aux services aériens (avec annexe). Signé à
Port of Spain, le 12 octobre 1964**

Textes officiels anglais et français.

Enregistré par la Trinité et Tobago le 12 mai 1965.

No. 7774. AGREEMENT¹ BETWEEN THE GOVERNMENT OF TRINIDAD AND TOBAGO AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE FOR AIR SERVICES. SIGNED AT PORT OF SPAIN, ON 12 OCTOBER 1964

The Government of Trinidad and Tobago and the Government of the Republic of France,

Desiring to foster the development of air services between the Government of Trinidad and Tobago and the Government of the Republic of France, and to promote in the greatest possible measure international co-operation in this field; and

Desiring to apply to these services the principles and provisions of the Convention on International Civil Aviation signed at Chicago on the seventh day of December 1944,²

Have agreed as follows :

CHAPTER I

GENERAL PROVISIONS

Article 1

Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing civil international air services.

Article 2

For the purposes of this Agreement, unless the context otherwise requires :

- (a) the term " territory " shall have the meaning assigned to it in Article 2 of the Convention on International Civil Aviation;
- (b) the term " aeronautical authorities " means, in the case of Trinidad and Tobago, the Minister for the time being charged with the responsibility for Civil Aviation and any persons or body authorised to perform any functions at present exercisable by the said Minister or similar functions, and, in the case of France, the Secretary General for Civil Aviation in the Ministry of Public Works and Transport and any person or body authorised to perform any functions at present exercisable by the said Secretary General or similar functions;

¹ Came into force on 12 October 1964, the date of signature, in accordance with article 16.

² United Nations, *Treaty Series*, Vol. 15, p. 295; for subsequent actions relating to this Convention, see references in Cumulative Indexes Nos. 1 to 4, as well as Annex B in volumes 409 and 472.

- (c) the term “ designated airline ” means an airline which has been designated and authorised in accordance with Article 10 of this Agreement.

Article 3

1. Aircraft operated on the air services under this Agreement by the designated airlines of one Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. There shall also be exempt from the same duties, fees, and taxes, with the exception of charges corresponding to the service performed :

- (a) aircraft stores of all origin taken on board in the territory of a Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international service of the other Contracting Party;
- (b) spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airlines of the other Contracting Party;
- (c) fuel and lubricants destined to supply outbound aircraft operated on international services by the designated airlines of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

3. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft of one of the Contracting Parties may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of such territory. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

Article 4

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force shall be recognised as valid by the other Contracting Party for the purpose of operation of the agreed services. Each Contracting Party reserves the right, however, to refuse

to recognise for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by another State.

Article 5

(1) The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory shall be applied to the aircrafts of the designated airline, or airlines of the other Contracting Party.

(2) Passengers, crews and consignors of freight shall be required in the territory of either Contracting Party to comply either in person or through the intermediary of a third person acting in their name and on their behalf, with the laws and regulations governing the entry into, the presence in and the departure from that country of passengers, crews or freight, such as the regulations relating to entry, clearance, immigration, customs and quarantine.

Article 6

Each Contracting Party reserves the right to withhold, suspend or revoke the certificate or permit to operate from an Airline designated by the other Contracting Party or to impose such conditions as it may deem necessary on the exercise of the rights specified in such certificate or permit, in any case where it is not satisfied that substantial ownership and effective control are vested in the other Party to this Agreement or in nationals of this Party, or in case of failure by an airline to comply with the laws and regulations referred to in Article 5, or to fulfil its obligations under this Agreement.

Article 7

Each Contracting Party may at any times ask for a consultation between the competent authorities of the Contracting Parties to interpret, apply or modify this Agreement.

This consultation will begin within a period of thirty (30) days of the date of receipt of the request.

Modifications to the Agreement shall come into effect when confirmed by an Exchange of Notes by diplomatic channel.

Article 8

Each Contracting Party may at any time give notice to the other of its decision to terminate this Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organisation. In such case